

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

HUGH P. O'SHIELDS

Plaintiff,

VS.

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CASE NO._____

**GEICO GENERAL INSURANCE
COMPANY; GEICO CASUALTY
COMPANY**

Defendants.

COMPLAINT

COMES NOW the Plaintiff, Hugh P. O'Shields, who alleges the following facts and causes of actions against Defendants GEICO General Insurance Company and GEICO Casualty Company.

PARTIES, JURISDICTION, AND VENUE

1. The Plaintiff, Hugh P. O'Shields ("O'Shields") is over the age of nineteen years and is a resident citizen of Jefferson County.
2. Defendant, GEICO General Insurance Company, is a foreign corporation incorporated under the laws of Maryland with its principal place of business in Baltimore, Maryland and is licensed to do business in the State of Alabama.

3. Defendant, GEICO Casualty Company, is a foreign corporation incorporated under the laws of Maryland with its principal place of business in Baltimore, Maryland and is licensed to do business in the State of Alabama.

4. The amount in controversy, exclusive of interest and costs, exceeds the sum of value specified by 28 U.S.C. § 1332.

5. Venue is proper in this division and district pursuant to 28 U.S.C. § 1391 because Defendants GEICO General Insurance Company and GEICO Casualty Company are foreign corporations that sold O'Shields an automobile insurance policy in Jefferson County, Alabama. Venue is also proper in this court pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this division and district.

STATEMENT OF FACTS

6. On or about September 28, 2015, near the intersection of Colonnade Drive and Colonnade Parkway in Birmingham, Jefferson County, Alabama, Pedro Paulino Garcia Lopez ("Lopez") was negligently and/or wantonly operating a Chevrolet Silverado pickup truck such that it crashed into a vehicle being driven by O'Shields ("the subject collision").

7. At the time of the subject collision, Lopez was an uninsured and/or underinsured driver.

8. At the time of the subject collision, O'Shields had the right of way and was operating his vehicle in a safe manner.

9. At the time of the subject collision, Lopez did not have the right of way and was operating his vehicle in an unsafe, reckless or otherwise dangerous manner.

10. As a direct result of the subject collision, O'Shields' automobile was rendered a total loss.

11. The loss was promptly reported to Defendants by O'Shields following the subject collision and Defendants have admitted that the accident was solely the fault of the conduct of Lopez.

12. As a direct result of the subject collision, O'Shields now suffers permanent and chronic neck, back, left shoulder, left arm, and left hand pain and problems.

13. As a direct result of the subject collision, O'Shields has undergone extensive medical treatment; suffered pain and mental anguish and continues to suffer pain and mental anguish; loss enjoyment of life; and has incurred substantial medical expenses and continues to incur medical expenses; and has lost income.

14. For the acts and omissions set out and described herein, and as a consequence of his physical injuries and other damages, O'Shields seeks remedy under the applicable law.

COUNT I

CLAIM FOR UNDERINSURED MOTORIST BENEFITS

15. O'Shields incorporates here all of the allegations contained in paragraphs one (1) through fourteen (14) as if set forth fully herein and further alleges as follows:

16. O'Shields was insured under the terms and provisions of a policy of insurance issued in the State of Alabama by Defendants (the "subject policy"). A certified copy of the subject policy is attached as Exhibit 1.

17. At the time and place made the basis of this Complaint, the subject policy was in full force and effect. As such, under the terms and provisions of the subject policy, Defendants agreed to and are obligated to pay all sums which O'Shields would be legally entitled to recover as damages from the owner or operator of any uninsured and/or underinsured motor vehicle.

18. The subject policy provided O'Shields uninsured and/or underinsured motorist coverage in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

19. O'Shields is legally entitled to recover damages from Defendants for uninsured and/or underinsured motorist coverage because Lopez had no liability insurance to protect the public from the negligent and wanton operation of his motor vehicle.

20. As a direct result of the subject collision, O'Shields has suffered severe pain and mental anguish, incurred medical expenses, and lost income, and he now is subject to future pain and suffering; future mental anguish; future medical treatment, future medical expense, and loss of enjoyment of life.

21. O'Shields contends he is entitled to damages in excess of One Hundred Fifty Thousand Dollars (\$150,000.00) (exclusive of interest and costs) from Defendants under the subject policy.

22. O'Shields has made demand upon Defendants to pay the uninsured and/or underinsured motorist benefits to which he is entitled under the terms and provisions of the subject policy.

23. Defendants have refused to honor their obligations under the terms and provisions of the subject policy.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Hugh P. O'Shields, prays for judgment against the Defendants GEICO General Insurance Company and GEICO Casualty Company, in excess of the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) plus interest from the date of the loss together with the costs of this action.

/s/ W. Chambers Waller, IV

J. Mark White

W. Chambers Waller, IV

Attorneys for Plaintiff

OF COUNSEL:

WHITE ARNOLD & DOWD P.C.

2025 Third Avenue North, Suite 500

Birmingham, Alabama 35203

Telephone: 205-323-1888

Fax: 205-323-8907

mwhite@whitearnolddowd.com

cwaller@whitearnolddowd.com

**ATTENTION CLERK OF COURT: PLEASE SERVE THE SUMMONS
AND COMPLAINT, VIA CERTIFIED MAIL, AT THE FOLLOWING
ADDRESS:**

GEICO General Insurance Company
CT Corporation System
2 N. Jackson Street, Suite 605
Montgomery, AL 36104

GEICO Casualty Company
CT Corporation System
2 N. Jackson Street, Suite 605
Montgomery, AL 36104

REQUEST FOR SERVICE BY CERTIFIED MAIL

Please serve the Defendants GEICO General Insurance Company and GEICO Casualty Company by certified mail, pursuant to Federal Rules of Civil Procedure 4(e)(1).

/s/ W. Chambers Waller, IV
OF COUNSEL